



**STATEMENT UNDER 37 CFR 3.73(b)**

0942.5340005/BJD/JKM

Applicant/Patent Owner: See 1 in Addendum

Application No./Patent No.: 10/792,035 Filed/Issue Date: March 4, 2004

Entitled: Methods And Compositions For Synthesis Of Nucleic Acid Molecules Using Multiple Recognition Sites

Invitrogen Corporation, a Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ % in the patent application patent identified above by virtue of either:
- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

August 23, 2004  
Date

Telephone number

Alan W. Hammond  
Typed or printed name  
Alan Hammond  
Signature  
Chief Intellectual Property Counsel  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you are required to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Addendum to Appl. No. 10/792,035; Filed: March 4, 2004  
(0942.5340005/BJD/JKM)

1. Jonathan D. CHESNUT, John CARRINO, Louis LEONG, Knut MADDEN, Martin GLEESON, James FAN, Michael A. BRASCH, David CHEO, James L. HARTLEY, Devon R.N. BYRD and Gary F. TEMPLE

**ASSIGNMENT**

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Jonathan D. CHESNUT, John CARRINO, Louis LEONG, Knut MADDEN, Martin GLEESON, James FAN, Michael A. BRASCH, David CHEO, James L. HARTLEY, Devon R.N. BYRD and Gary F. TEMPLE, the undersigned inventors hereby sell and assign to Invitrogen Corporation, a corporation formed under the laws of Delaware (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as **Methods and Compositions for Synthesis of Nucleic Acid Molecules Using Multiple Recognition Sites** for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 5/25/04 (also known as United States Application No. 10/792,035, filed March 4, 2004), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

*PUE Reg No  
32,893*

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

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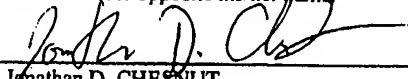
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**DO NOT FORWARD  
TO ASSIGNMENT BRANCH  
NOT FOR RECORDATION**

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: <u>5/25/04</u>	Signature of Inventor: <u></u> Jonathan D. CHESNUT
Date: _____	Signature of Inventor: _____ John CARRINO
Date: _____	Signature of Inventor: _____ Louis LEONG
Date: _____	Signature of Inventor: _____ Knut MADDEN
Date: _____	Signature of Inventor: _____ Martin GLBESON
Date: _____	Signature of Inventor: _____ James FAN
Date: _____	Signature of Inventor: _____ Michael A. BRASCH
Date: _____	Signature of Inventor: _____ David CHEO
Date: _____	Signature of Inventor: _____ James L. HARTLEY
Date: _____	Signature of Inventor: _____ Devon R.N. BYRD
Date: _____	Signature of Inventor: _____ Gary F. TEMPLE

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*Rev Reg No 32893*

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*Pat Reg No 32,893*

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*Inv Reg No 32,893*

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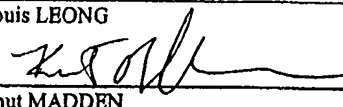
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Pub Reg No. 32,893

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IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: _____	Signature of Inventor: _____ Jonathan D. CHESNUT
Date: _____	Signature of Inventor: _____ John CARRINO
Date: _____	Signature of Inventor: _____ Louis LEONG
Date: _____	Signature of Inventor: _____ Knut MADDEN
Date: <u>Aug 10 2004</u>	Signature of Inventor: <u><i>Martin Gleeson</i></u> Martin GLEESON
Date: _____	Signature of Inventor: _____ James FAN
Date: _____	Signature of Inventor: _____ Michael A. BRASCH
Date: _____	Signature of Inventor: _____ David CHEO
Date: _____	Signature of Inventor: _____ James L. HARTLEY
Date: _____	Signature of Inventor: _____ Devon R.N. BYRD
Date: _____	Signature of Inventor: _____ Gary F. TEMPLE

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Inv No. 32893

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

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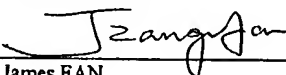
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Date: _____	Signature of Inventor: _____ Knut MADDEN
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Date: <u>5/25/04</u>	Signature of Inventor: <u></u> James FAN
Date: _____	Signature of Inventor: _____ Michael A. BRASCH
Date: _____	Signature of Inventor: _____ David CHEO
Date: _____	Signature of Inventor: _____ James L. HARTLEY
Date: _____	Signature of Inventor: _____ Devon R.N. BYRD
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*Pub Reg No. 32,893*

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

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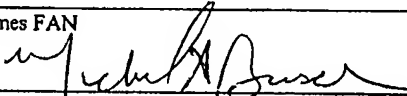
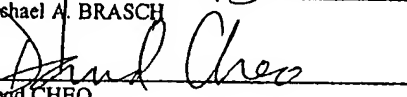
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Date: _____	Signature of Inventor: _____ James FAN
Date: <u>7-12-04</u>	Signature of Inventor: <u></u> Michael A. BRASCH
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*Rub Reg No 32,893*

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*PUE Reg No 32,893*

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Date: _____	Signature of Inventor: _____ James L. HARTLEY
Date: <u>28 May 2004</u>	Signature of Inventor: _____ Devon R.N. BYRD
Date: _____	Signature of Inventor: _____ Gary F. TEMPLE

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*Inv Reg No 32,893*

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The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esq., Registration No. 28,912; Edward J. Kessler, Esq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Cornwell, Esq., Registration No. 31,944; Robert W. Esmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,831; Michele A. Cimbala, Esq., Registration No. 33,851; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Esq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Lawrence B. Bugaisky, Esq., Registration No. 35,086; Donald J. Featherstone, Esq., Registration No. 33,876; Robert C. Millionig, Esq., Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; Patrick E. Garrett, Esq., Registration No. 39,987.; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Jonathan D. CHESNUT

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
John CARRINO

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
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James FAN

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Michael A. BRASCH

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David CHEO

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
James L. HARTLEY

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Devon R.N. BYRD

Date: July 27, 2004 Signature of Inventor: [Signature]  
Gary F. TEMPLE

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5/28/04, 5/25/04, 5/28/04, 5/28/04, 8/10/04, 5/25/04,  
7/12/04, 7/12/04, 6/24/04, 5/28/04 and 5/27/04, respectively

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Reg No.  
32,893

# POWER OF ATTORNEY FROM ASSIGNEE

Invitrogen Corporation, a corporation of Delaware, having a principal place of business at 1600 Faraday Avenue, Carlsbad, CA 92008, is assignee of the entire right, title, and interest for the United States of America (as defined in 35 U.S.C. §100), by reason of an Assignment to the Assignee executed on \_\_\_\_\_ of an invention known as **Methods and Compositions for Synthesis of Nucleic Acid Molecules Using Multiple Recognition Sites** (Attorney Docket No.0942.5340005/BJD/JKM), that is disclosed and claimed in a patent application of the same title by the inventors Jonathan D. CHESNUT, John CARRINO, Louis LEONG, Knut MADDEN, Martin GLEESON, James FAN, Michael A. BRASCH, David CHEO, James L. HARTLEY, Devon R.N. BYRD and Gary F. TEMPLE (said application filed on March 4, 2004 at the U.S. Patent and Trademark Office, having Application Number 10/792,035).


For the purpose of PAIR, the Customer Number is 26111.

The Assignee hereby appoint the U.S. attorneys associated with **CUSTOMER NUMBER 28393** to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith, such attorneys currently being: Robert Greene Sterne, Esq., Registration No. 28,912; Edward J. Kessler, Esq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Cornwell, Esq., Registration No. 31,944; Robert W. Esmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,831; Michele A. Cimbala, Esq., Registration No. 33,851; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Esq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Lawrence B. Bugaisky, Esq., Registration No. 35,086; Donald J. Featherstone, Esq., Registration No. 33,876; Robert C. Millonig, Esq., Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; Patrick E. Garrett, Esq., Registration No. 39,987.. The Assignees hereby grant said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

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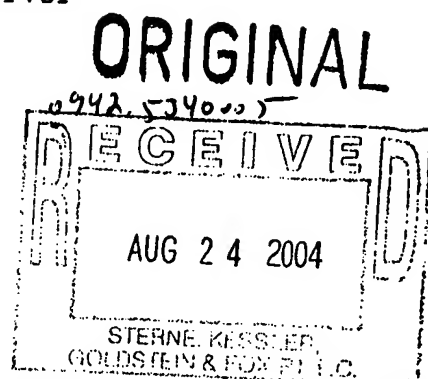
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SERIAL NUMBER: 10792035

FILING DATE: 03/04/2004

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ISSUE DATE:

TITLE: METHODS AND COMPOSITIONS FOR SYNTHESIS OF NUCLEIC ACID MOLECULES  
USING MULTIPLE RECOGNITION SITES

MARCUS KIRK, EXAMINER  
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## PATENT ASSIGNMENT

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NATURE OF CONVEYANCE:	ASSIGNMENT																								
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<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Jonathan D. CHESNUT</td><td>05/25/2004</td></tr><tr><td>John CARRINO</td><td>05/25/2004</td></tr><tr><td>Louis LEONG</td><td>05/28/2004</td></tr><tr><td>Knut MADDEN</td><td>05/28/2004</td></tr><tr><td>Martin GLEESON</td><td>08/10/2004</td></tr><tr><td>James FAN</td><td>05/25/2004</td></tr><tr><td>Michael A. BRASCH</td><td>07/12/2004</td></tr><tr><td>David CHEO</td><td>07/12/2004</td></tr><tr><td>James L. HARTLEY</td><td>06/24/2004</td></tr><tr><td>Devon R.N. BYRD</td><td>05/28/2004</td></tr><tr><td>Gary F. TEMPLE</td><td>05/27/2004</td></tr></tbody></table>	Name	Execution Date	Jonathan D. CHESNUT	05/25/2004	John CARRINO	05/25/2004	Louis LEONG	05/28/2004	Knut MADDEN	05/28/2004	Martin GLEESON	08/10/2004	James FAN	05/25/2004	Michael A. BRASCH	07/12/2004	David CHEO	07/12/2004	James L. HARTLEY	06/24/2004	Devon R.N. BYRD	05/28/2004	Gary F. TEMPLE	05/27/2004	
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PROPERTY NUMBERS Total: 1																									
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